



Official Contest Rules

U.S. Marine Corps Birthday Coin Contest 2021

I. Contest Sponsors

The U.S. Marine Birthday Coin Contest 2021 is sponsored by the U.S. Embassy South Africa, herein referred to as the “Contest Sponsor”.

II. Description of the Contest Objectives

This year marks the 246th birthday of the U.S Marine Corps. As part of our celebrations and to create awareness around the birthday, the U.S. Embassy South Africa will hold a contest in which two social media followers stand a chance to receive one of two collectable Marine Coins.

III. Platform(s)

Contest entry and administration will take place through Facebook and Twitter. However, content from this contest may be promoted on U.S. Embassy South Africa’s Flickr, Facebook, YouTube, Instagram, Twitter, and other web pages in perpetuity for public viewing on online platforms. However, the Social Media platforms and other web pages are not partners or sponsors of the contest.

IV. How to Enter

Comment on the specific U.S. Embassy contest post on Facebook or reply to the U.S. Embassy’s contest Tweet. This contest is open to those residing in the Republic of South Africa. Participation in this contest is automatically deemed as acceptance of these official contest rules. This competition will open at 18:30 SAST on Thursday, November 10, 2021, and close at 18:30 SAST on Friday, November 11, 2021.

V. Content Requirements

- A. Contest Sponsors reserve the right to disqualify, at their sole and absolute discretion, any question submission that does not adhere to these Official Contest Rules.
- B. In the event of any question or difference of views regarding compliance with, interpretation, or application of these Official Contest Rules, Contest Sponsors reserve the exclusive right to resolve such questions or differences of views in their sole discretion.

VI. Eligibility

- C. Contestants must be at least 13 years old on the date of entry into the contest. Parental or legal guardian consent is required for individuals under the age of 18. Contestants must reside in the Republic of South Africa, *and may not be U.S. citizens or lawful permanent residents.*
- D. The individual submitting a reply or comment will be considered the contestant and will be the only individual eligible to compete for the prize. Organizations are not eligible to compete for the prize, either as an entity, or through representation by an individual.
- E. The following individuals are not eligible to participate in the contest: Employees, interns, directors, and officers of the Contest Sponsors and its Consulates, or the U.S. Government; or any employees, interns, directors, or officers of any agencies, companies or entities involved in the administration, advertising, judging, creation, development, execution,

and/or fulfilment of this contest, and the immediate family members (defined as spouse, recognized partner, parent, child, sibling, and spouse or "step" of each) and those living in the same household of each such individual.

VII. Selection of Winners

- F. Contest Sponsors reserve the right in their sole and absolute discretion to verify in the final analysis whether a potential finalist or potential winning reply and comment have fully complied with these Official Contest Rules before judging, awarding prize, recognizing a winner, etc.
- G. The two winners will be determined by an automated randomizer.
- H. The winners will be contacted via an email no later than November 19. The inability of Contest Sponsors to contact a potential winner, after two attempts, may result in disqualification and/or selection of an alternate winner from among all remaining eligible submissions.

VIII. Prizes

- I. The names of the contest winners may be displayed on U.S. Embassy South Africa's website and social media properties (at the sole discretion of the U.S. Embassy South Africa).
- J. Two winners will receive a commemorative U.S. Marine Corps coin.
- K. Winners have to confirm the acceptance of the prize in an email reply within three calendar days. If the acceptance is not confirmed by the required date, the Contest Sponsors reserve the right to select an alternate winner. Each winner must provide a valid physical mailing address where the prize, is to be shipped. Contest Sponsors are not responsible for any problems related to the shipping of any prize, including, but not limited to, theft, delay, damage, or destruction/accidental loss by the shipping carrier.
- L. The prize is not transferable, convertible, or exchangeable and cannot be taken as cash.
- M. Prizes will be delivered within four to eight weeks after the closing date.

IX. Liability and Rights

- N. Contest Sponsors expressly disclaim any and all liability in connection with the submitted questions and answers.
- O. Contestant assumes sole responsibility for participating in the contest, and for any consequences of submitting their questions and answers.
- P. Contest Sponsors reserve the right at any time to verify the validity of entries and of contestants and to disqualify any contestant or entry deemed not in compliance with these Official Contest Rules.
- Q. If a prize or any portion thereof is unavailable, Contest Sponsors, in their sole discretion, reserve the right to substitute the prize with another prize of equal value and/or specification.
- R. Contest Sponsors reserve the right, at any time and in their sole discretion, to disqualify and/or deem ineligible any individual who they reasonably believe (i) has violated the Official Contest Rules; (ii) has violated the terms of use of platform, or (iii) is acting in a bad faith, or in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person.
- S. Contest Sponsors reserve the right to modify, suspend, terminate or cancel the contest at their discretion for any reason.
- T. Contestant agrees to indemnify and hold harmless Contest Sponsors, their parent, subsidiary and affiliated companies, officers, directors, employees, interns, and agents, from and against any and all claims, damages, obligations, losses, liabilities, costs or debts, and expenses (including but not limited to attorney's fees) arising from (i) violation of these Official Contest Rules; (ii) violation of any third party right, including without limitation any copyright, trademark, intellectual property, privacy, publicity, or other proprietary right in connection with the contest; or (iii) any claim that a contest submission caused any harm, including financial, to any third party. These indemnifications and hold-harmless obligations will survive indefinitely beyond the conclusion of the contest.

- U. The conduct, judging, and awarding of prizes will be carried out in full compliance with applicable U.S. laws and South African laws. In the event of a conflict between U.S. laws and South African laws, U.S. laws shall apply.
- V. The U.S. Government will take reasonable measures to protect privacy data, personally identifiable information, and other sensitive data of contestants. Contact information provided by contestants may be stored by U.S. Embassy South Africa and may be used to contact contestants for other purposes in the future. This information may be made available to third parties to the extent permitted by law.
- W. Contest Sponsors assume no liability or responsibility for any loss or harm resulting from any user's participation in or attempt to participate in the contest or ability or inability to upload, download, or otherwise access any information in connection with participating in the contest. Contest Sponsors assume no responsibility or liability for technical problems, or technical malfunctions arising in connection with the operation of the contest, including: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity, or other online communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any email transmissions to be sent or received; lost, late, delayed or intercepted email transmissions; inaccessibility of the contest site in whole or in part for any reason; traffic congestion on the Internet or the contest site; unauthorized human or non-human intervention in the operation of the contest, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the contest, or loss, miscount, misdirection, inaccessibility or unavailability of an email account used in connection with the contest.
- X. Contest Sponsors are not responsible for any personal injury, property damage, equipment damage, or losses of any kind which may be sustained resulting from participation in the contest. By participating in the contest, the contestant releases Contest Sponsors from any and all claims arising from or relating to such contestant's participation in the contest, whether directly or indirectly.
- Y. Contest Sponsors are not liable in the event that any portion of the contest is cancelled or delayed due to weather, fire, strike, acts of war or terrorism, or any other reason.